

The Honorable Barbara J. Rothstein

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

CHANDRASI GAEKWAR,

Plaintiff,

v.

AMICA MUTUAL INSURANCE COMPANY,

Defendant.

Civil Action No. 2:22-cv-1551-BJR

**ORDER GRANTING MOTION TO  
BIFURCATE TRIAL**

**I. INTRODUCTION**

Plaintiff Chandrasi Gaekwar (“Plaintiff”) brings this action against Defendant Amica Mutual Insurance Company (“Amica”) for breach of contract, bad faith, and violation of the Insurance Fair Conduct Act (“IFCA”), as well as the Washington Consumer Protection Act (“WCPA”). Currently before the Court is Amica’s Motion to Bifurcate Trial. Dkt. No. 47. Plaintiff opposes the motion. Dkt. No. 61. Having reviewed the motion and opposition thereto, the record of the case, and the relevant legal authorities, and having heard oral argument, the Court will grant the motion. The reasoning for the Court’s decision follows.

**II. BACKGROUND**

In January 2020, Plaintiff was involved in a rear-end motor vehicle accident with non-party Edgar Garcia. Plaintiff was insured by Amica at the time of the accident and there is no dispute that Plaintiff was not at fault. The Amica policy provides \$10,000 in Personal Injury

1 Protection (“PIP”) for medical expenses and underinsured motorist (“UIM”) insurance in the  
2 amount of \$300,000 per person. Amica concedes that Plaintiff was injured in the accident and that  
3 his initial medical treatment was reasonable, necessary, and causally related to the accident and,  
4 therefore, paid the \$10,000 PIP limit. However, following the initial medical care, Plaintiff had  
5 left knee replacement surgery in December 2021. Amica disputes that the surgery was medically  
6 necessary because of the accident and therefore disputes that it is responsible for the medical  
7 expenses associated with the surgery.  
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9 The parties were unable to resolve their disagreement regarding the nature, cause, and  
10 extent of Plaintiff’s injuries so Plaintiff instituted this lawsuit alleging both contractual and  
11 extracontractual claims. The matter is scheduled for a jury trial starting on January 22, 2024 and  
12 Amica now moves this Court to bifurcate the trial into two phases: the first phase would be  
13 limited to Plaintiff’s UIM claim and the second phase would be limited to Plaintiff’s bad  
14 faith/extracontractual claims.  
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### 16 III. STANDARD OF REVIEW

17 “District courts enjoy wide latitude in choosing how to conduct trials, including whether  
18 to bifurcate.” *Spicher v. American Family Mutual Ins. Co.*, 2023 WL 5228506, \*1 (W.D. Wash.  
19 Aug. 15, 2023) citing *Estate of Diaz v. City of Anaheim*, 840 F.3d 592, 601 (9th Cir. 2016); *see*  
20 *also Danjaq LLC v. Sony Corp.*, 263 F.3d 942, 962 (9th Cir. 2001) (noting that a trial court’s  
21 decision on bifurcation is reviewed for an abuse of discretion). “Federal Rule of Civil Procedure  
22 42(b) permits courts to order a separate trial of separate claims or issues ‘[f]or convenience, to  
23 avoid prejudice, or to expedite and economize.’” *Spicher*, 2023 WL 5228506, \*1 (W.D. Wash.  
24 Aug. 15, 2023) quoting Fed. R. Civ. Pro. 42(b). Courts consider factors including whether  
25 bifurcation would increase judicial economy, reduce the risk of jury confusion, and avoid  
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1 prejudice to the parties. *See, e.g., Hirst v. Gertzen*, 676 F.2d 1252, 1261 (9th Cir. 1982). The party  
2 moving for bifurcation has the burden to show it is appropriate. *See Karpenski v. American*  
3 *General Life Companies, LLC*, 916 F. Supp. 2d 1188, 1190 (W.D. Wash. 2012).

#### 4 IV. DISCUSSION

5 Amica argues that bifurcation under Federal Rule 42(b) is appropriate in this case to  
6 prevent the evidence regarding Plaintiff's extracontractual claims from influencing the jury's  
7 determination of damages on Plaintiff's UIM claim. Amica claims that evidence regarding  
8 Plaintiff's extracontractual claims is "wholly irrelevant" to the UIM claim, potentially "highly  
9 prejudicial", and risks confusing the jury. Dkt. No. 47 at 4. In addition, Amica asserts that a  
10 bifurcated trial may conserve judicial resources by potentially avoiding trial on the bad  
11 faith/extracontractual claims, depending on how the jury resolves the UIM claim.  
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13 Plaintiff opposes bifurcation of the trial. He argues that the UIM and bad  
14 faith/extracontractual claims are "so intertwined" that separating the issues will "create confusion  
15 and complicate a relatively straightforward case." Dkt. No. 61 at 1. He also claims that much of  
16 the evidence and many of the witnesses would have to be presented twice, which would  
17 unnecessarily lengthen the trial and increase costs. However, during oral argument, Plaintiff's  
18 counsel could only point to Plaintiff's testimony as being potentially duplicative.  
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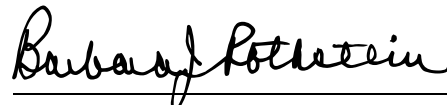
20 This Court concludes that bifurcation of Plaintiff's UIM claim from the bad  
21 faith/extracontractual claims will simplify the issues for the jury and mitigate any potential  
22 prejudice to Amica that might result from allowing the jury to hear evidence regarding Amica's  
23 alleged bad faith prior to resolving the UIM claim. The Court further finds that trying the case  
24 before a single jury in two phases will minimize the need for any evidence and witnesses to be  
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1 presented twice, thereby undermining Plaintiff's argument that bifurcate will lengthen and  
2 increase the cost of trial.

3 **V. CONCLUSION**

4 For the foregoing reasons, the Court HEREBY GRANTS Amica's motion to bifurcate the  
5 trial. The trial will be tried in two phases before the same jury. Phase one will pertain only to  
6 Plaintiff's UIM claim and Phase two will pertain only to Plaintiff's bad faith/extracontractual  
7 claims.  
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9 Dated this 8th day of January 2024.

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12 Barbara Jacobs Rothstein  
13 U.S. District Court Judge  
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